

Thornton Tomasetti

Via email: l.p.rizzuto@conair.com

January 24, 2012

Mr. Lee Rizzuto
ANGUILLIAN DEVELOPMENT CORP.
1 Cummings Point Road
Stamford, CT 06924

RE: CUISINART GOLF RESORT AND SPA
OWNERS REPRESENTATIVE AND PROJECT MANAGEMENT SERVICES
TT PROJECT NO. Q12002

Dear Lee:

Thornton Tomasetti, Inc. (TT) is pleased to submit its proposal for an owners representative services and project management for the Cuisinart Golf Resort and Spa.

I. DESCRIPTION OF THE PROJECT

7 Owner representative for all projects on the existing Cuisinart Resort and all Golf Course projects. Manor House shall contain 60-70 rooms and shall be no more than 60 feet high.

II. SCOPE OF SERVICES

Our scope of services shall consist of the following:

- A. Provide minor design services for structural and civil work.
- B. Coordinate work of Tony Sheehy, Elizabeth and Rory.
- C. Approve Change Orders, cost events and invoices.
- D. Coordinate Punch list efforts.
- E. Coordinate design changes.
- F. Approve contractor's requisitions.
- G. Review and approve design build proposals.

Thornton Tomasetti

Mr. Lee Rizutto

RE: CUISINART GOLF RESORT AND SPA – PROJECT MANAGEMENT SERVICES
TT Project No. Q12002.00

January 24, 2012

Page 2 of 3

- H. Interview architectural firms to attain short list.
- I. Conduct selection process for architectural mechanical services.
- J. Conduct telephone conferences and prepare minutes of meetings.
- K. Trips to Anguilla and prepare minutes of meetings (limit 3 trips per year).

III. CLIENT RESPONSIBILITY

- A. Provide access to areas required for any necessary inspection of survey.
- B. Provide copies of all pertinent letters and memoranda pertaining to design of the various disciplines and Owner's requirements.
- C. Provide record drawings of existing facilities, if applicable.

IV. FEES

- A. We will bill you for the above-mentioned scope of services at following rate:

1. Jan. 1, 2012 – Dec. 31, 2012	\$5,000/month
2. Jan. 1, 2012 – Dec. 31, 2013	\$1,667/month

> out & refund

- B. The following expenses are excluded from, and in addition to, the basic fee and shall be billed at cost.
 - 1. Travel and related expenses, long distance telephone calls, photographs, reproductions, courier service and express mail.
 - 2. Blueprints for Owner approval, other consultants, public agencies or bid purposes.
 - 3. Fees and expenses for securing approvals of governing authorities.
- C. We shall invoice you monthly for fees and expenses, and your payments shall be due within thirty (30) days of receipt of invoice.

Thornton Tomasetti

Mr. Lee Rizutto

RE: CUISINART GOLF RESORT AND SPA – PROJECT MANAGEMENT SERVICES

TT Project No. Q12002.00

January 24, 2012

Page 3 of 3

D. STANDARD CONDITIONS


The Thornton Tomasetti, Inc. (TT) Standard Conditions which are attached hereto are made a part of the Agreement.

We look forward to an opportunity to be of service, and to your response to our proposal.

If the above meets with your agreement, kindly sign and return this letter agreement, keeping a copy for your records.

Very truly yours,

THORNTON TOMASETTI, INC.



Abe Gutman, P.E.
Senior Vice President

AG/mad

Encl.

ACCEPTED BY:

ANGUILLIAN DEVELOPMENT CORP.

BY: _____

DATE: _____

Thornton Tomasetti

Thornton Tomasetti, Inc. (TT) Standard Conditions for Investigation and/or Design Services

- (1) TT will perform its services in accordance with the standards of skill and care generally exercised by other design firms in the same locale acting under similar circumstances and conditions. Client acknowledges that TT's services will be rendered without any warranty, express or implied. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or TT.
- (2) To the fullest extent permitted by law, the Client shall hold harmless, defend and indemnify TT and its consultants, and each of their owners, directors, employees, heirs, successors and assigns from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses arising out of the Client's negligence on this project; Contractor(s)' negligence in performing the work and/or supplying the materials; or the negligence of any other party relative to the project except that, subject to paragraph 8, TT shall be liable for claims, damages, losses, judgments and expenses due to the sole negligence of TT, its owners, directors, employees and consultants.
- (3) TT shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, or other toxic substances, infectious materials, or contaminants. To the fullest extent permitted by law, Client shall hold harmless, defend and indemnify TT and its consultants, and each of their owners, directors, employees, heirs, successors and assigns from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses which directly or indirectly arise from or relate to any such hazardous materials.
- (4) If TT is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with this project, TT shall be paid by the Client for all time spent while testifying and preparing therefore and producing such records in accordance with the rates set forth in the attached agreement.
- (5) TT shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
- (6) The Client shall cause any Contractor responsible for construction of work designed or specified by TT or responsible for any other services relating to TT's services to indemnify TT to the fullest extent permitted by law against risks which are not normally borne by the design professions in the form of AIA Document A-201 - General Conditions of the Contract for Construction (1987 Edition), Section 3.18. Client shall also cause such Contractor(s) to name TT as an additional insured on Contractor's Comprehensive General Liability policy.
- (7) Drawings, specifications, reports, and other documents prepared by TT as instruments of service are, and shall remain, the property of TT whether the project for which they are made is executed or not. They are not to be used on other projects, extensions to this project or for completion of this project by others, except by agreement in writing and with appropriate compensation to TT.
- (8) It is expressly understood and agreed that, to the fullest extent permitted by law, TT's liability arising from any claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the project shall be limited to and in no event exceed the lesser of 1) three times the basic fee received by TT for services rendered on the project or 2) TT's available insurance proceeds.
- (9) Evaluation of the Owner's project budget, and/or estimates of construction cost, if included in TT's Scope of Services, represent TT's best judgment as a design professional familiar with the construction industry. It is recognized, however, that TT does not have control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, TT cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget proposed, established or approved by the Owner, if any, or from any statement of probable construction cost or other cost estimate or evaluation prepared by TT.

Thornton Tomasetti

- (10) Review of Contractor submittals (for example, shop drawings), if included in TT's Scope of Services, is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. TT's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. TT's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, TT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- (11) Periodic site visits, if included in TT's Scope of Services, shall mean that TT shall visit the site at intervals, appropriate to the stage of construction, or as otherwise agreed with Client in writing. The purpose of periodic site visits is to become generally familiar with the progress and quality of the work designed by TT and to determine in general if such work is proceeding in accordance with the Contract Documents. TT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work designed by TT. On the basis of such on-site observations as an engineer, TT shall keep Client informed of the progress and quality of the work designed by TT and shall endeavor to guard the Owner against defects and deficiencies in such work of the Contractor.
- (12) Full time project representation services, if included in TT's Scope of Services, shall mean that TT shall endeavor to provide further protection for the Owner against defects in the work designed by TT. The furnishing of such full-time project representation services shall not make TT responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. TT shall not have control or charge of and shall not be responsible for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the work. TT shall not be responsible for the failure of the Contractor, Subcontractors or any other persons performing any work to carry out the work in accordance with the Contract Documents.
- (13) If the project is to be designed, bid and constructed according to a "fast track" schedule, in consideration of the benefits to the Client of employing the fast track process (in which design services overlap the construction work and are out of sequence with the traditional project delivery method), the receipt and sufficiency of which are hereby acknowledged, and in recognition of the inherent risks of fast tracking to TT, the Client hereby agrees to waive all claims against TT, its officers, directors, employees and subconsultants (collectively, Consultant) for design changes and for required modifications by contractor of portions of the Work already constructed due to the Client's decision to employ the fast track process. In addition, the Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, against all damages, liabilities or costs, including reasonable attorneys's fees and defense costs, arising out of or in any way connected with the "fast tracking" of this Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the Consultant. The Client hereby further agrees to compensate the Consultant for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's program requirements because of the Client's decision to construct the Project in a fast track manner.
- (14) TT and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.
- (15) If the project is suspended or abandoned in whole or in part for more than three months, TT shall be compensated for all services performed and expenses incurred prior to receipt of written notice from Client of such suspension or abandonment in an amount as determined in accordance with the provisions set forth in this Agreement, together with all reasonable termination costs and expenses.
- (16) The foregoing conditions are incorporated into any agreement under which services are to be performed by TT for the Client. If any of TT's Standard Conditions or portions thereof shall be adjudged null and void, it is agreed that the remaining Standard Conditions or portions thereof shall remain intact and be given full force and effect. These Standard Conditions shall not be construed to indemnify TT for its own negligence if not permitted by law, or to provide for any indemnification which would, as a result thereof, make the provisions of these Standard Conditions void, or to eliminate or reduce any other indemnification or right which TT has by law.